

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

**FOURTEEN MISCELLANEOUS
FIREARMS,**

**MISCELLANEOUS ROUNDS OF
AMMUNITION, et al.,**

Defendants.

Case No. 18-04177-CV-C-NKL

STIPULATION

It is hereby stipulated by and between the United States of America, by and through the United States Attorney for the Western District of Missouri, and Claimant Robert Bacon, by and through his attorney, Scott A. Hamblin, as follows:

1. The United States and the Claimant hereby agree to settle and compromise the above-captioned action upon the terms indicated below.
2. Claimant Robert Bacon admits that he is the true and rightful owner of following defendant property:

Hi-Point 4595 Rifle, Caliber 45, Serial Number R49032,

Savage Stevens 94R Shotgun, Caliber 12, no serial number,

Harrington and Richardson Topper 88 shotgun, Caliber 12,
Serial Number AX632602,

Remington Arms Company, Inc., 700 AAC-SD rifle, Caliber 308,
Serial Number RR30816A,

Rock River Arms, Inc., LAR 15 rifle, Caliber 556, serial number CM03763,

Mossberg 500A Shotgun, Caliber 12, Serial Number T099763,

Taurus International 608 Revolver, Caliber 357, Serial Number S1761960,

Ruger Single Six Revolver, Caliber 22, Serial Number 153116,

SKB Arms XL900 Shotgun, Caliber 12, Serial Number S1997151,

Mossberg 500A Shotgun, Caliber 12, Serial Number 3135701,

High Standard C1200 Shotgun, Caliber 12, Serial Number 3135701,

HS Products (IM Metal) XD45 Pistol, Caliber 45, Serial Number XD726998,

HS Products (IM Metal) XD9 Pistol, Caliber 9, Serial Number MD77430,

Remington Arms Company, Inc., 552 Viper Rifle, Caliber 22, Serial Number 3090925,

21,267 rounds of assorted ammunition and multiple calibers, which includes the following:

- 2750 rounds Federal ammunition, caliber 22
- 200 rounds unknown ammunition, caliber 9
- 900 rounds unknown ammunition, caliber 9
- 2800 rounds assorted ammunition, caliber multiple
- 102 rounds Federal ammunition, caliber 22
- 50 rounds Remington ammunition, caliber 45
- 1200 rounds unknown ammunition, caliber 45
- 58 rounds Sellier & Bellot ammunition, caliber 223
- 42 rounds Lake City ammunition, caliber 556
- 25 rounds unknown ammunition, caliber 45
- 4275 rounds assorted ammunition, caliber 22
- 1000 rounds unknown ammunition, caliber 9
- 1000 rounds unknown ammunition, caliber 9

1000 rounds unknown ammunition, caliber 45
750 rounds unknown ammunition, caliber 9
5015 rounds unknown ammunition
100 rounds American Eagle ammunition, caliber 556

50 component unknown ammunition, caliber 45, and

50 component assorted ammunition, caliber 357.

3. Claimant Robert Bacon admits that the defendant property was involved in or was used in a knowing violation of 18 U.S.C. § 922(a)(1)(A), that is a person engaged in the business of dealing in firearms without a license.

4. Claimant Robert Bacon consents to the forfeiture to the United States of the above-listed defendant property pursuant to 18 U.S.C. § 924(d)(1).

5. Claimant Robert Bacon consents to the entry of a Judgment of Forfeiture forfeiting the above-listed defendant property to the United States to be disposed of according to law.

6. The United States and Claimant Robert Bacon hereby release and forever discharge each other; their officers, agents, servants and employees; and their heirs, successors, or assigns; from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity which the plaintiff and Robert Bacon, their heirs, successors, or assigns ever had, now have, or may have in the future in connection with the seizure, detention, and forfeiture of the above-listed defendant property.

7. Claimant Robert Bacon agrees to hold and save the United States and its officers, agents, servants, employees, heirs, successors, or assigns harmless from any claims by any others, including costs and

expenses for or on account of any and all lawsuits or claims of any character whatsoever, in connection with the seizure, detention and forfeiture of above-listed defendant property.

8. This agreement does not bind any agency of the United States Government on any matters not directly related to the seizure, detention, and forfeiture of the above-listed defendant property.

9. The United States and Claimant Robert Bacon each agree to bear their own costs.

10. This agreement comprises all of the provisions stipulated by and between Plaintiff and Claimant Robert Bacon in full and complete settlement of the above-captioned action.

Timothy A. Garrison
United States Attorney

By

Dated: 5/1/19

/s/ Stacey Perkins Rock
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Dated: 4-26-19

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Attorney for Claimant Robert Bacon

Dated: 3-10-19

/s/ Robert Bacon
Robert Bacon
Claimant